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LEGAL AID

In the absence of any last-minute hitch, the opening of the Michaelmas Term will see the beginning of assisted litigation in the High Court under the Legal Aid and Advice Act, 1949, and even in this holiday season members of the profession will realise that in two short months they may be intimately concerned with a number of new problems. Whether the writs come in a flood or a trickle, there will inevitably be some would-be plaintiffs who must be quickly off the mark, for the Statutes of Limitation wait for no man, unless he be the unfortunate possessor of a disability, and it is generally believed that many of the first claims will be those already perilously close to extinction.

A vast amount of work has been done by the committee entrusted with the formulation of the scheme, and the Lord Chancellor's Advisory Committee (p. 480, *post*) is now engaged in studying the scheme. We understand that both Area and Local Committees are formed or well on the way to being formed and that no serious difficulties are being encountered in finding candidates willing and suited for service on these committees. All this is highly satisfactory, but it cannot be supposed that those responsible for the scheme have foreseen and provided for every difficulty, and the finishing touches may have to come from the observations of the thousands of practitioners who will soon be examining the scheme in its relation to their own localities and practices. Not only must practitioners have a chance to study the scheme before the 1st October next, but they should also have an opportunity to air their own views upon it. All this points to the imperative necessity for early publication.

We would have thought that the publication of the scheme was a necessary preliminary to the appointment of Local Committees, in view of the doubts which exist as to the position of committee members who are asked to act in cases which have been considered by their committees. As far as we know, no ruling has been given as to the right of a member of a committee to act either for the assisted litigant or his opponent in a matter which has been so considered, and this may have induced suitable candidates to refuse office. It would seem to be elementary that a solicitor who had heard the plaintiff's case in committee should not act for the defendant in the same matter, but opinions are divided on the propriety of his acting for the plaintiff. We can only hope that these and other doubts will be speedily resolved.

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CURRENT TOPICS

The International Conference of the Legal Profession

SOME 660 members of the legal profession from thirty-eight countries have attended the third International Conference of the Legal Profession, which opened on 19th July at the Institution of Civil Engineers, Westminster. The President of The Law Society, Mr. L. S. HOLMES (co-president with Sir GEOFFREY RUSSELL VICK, K.C., chairman of the Bar Council), was the chairman of the conference on its opening in plenary session. The value of the work done is illustrated by the speeches at a sectional meeting which considered a report proposing a United Nations system of criminal law administration, with a uniform code of criminal law and procedure for the trial of international crimes. Lt.-Col. D. MCCLURE (U.S.A.) said that such courts should be neutral in concept and not manned by the victors. The courts should be permanent, set up before the commission of the offences to be tried before them, and armed with proper rules of evidence. Another subject considered was the use of narcoanalysis (" truth drugs ") and the " lie detector." The report stated that, contrary to popular belief, a drug to make a person confess the truth had not yet been found. Confessions in the Mindzenty and other similar cases were secured in a general environment of terror and by far more brutal means than injecting drugs. Resolutions condemning and repudiating the use of narcoanalysis and the lie detector were passed.

Legal Aid Advisory Committee Appointed

IN answer to a question by Lt.-Col. LIPTON on 24th July, the ATTORNEY-GENERAL announced in the Commons that the LORD CHANCELLOR has now appointed his Advisory Committee under s. 13 of the Legal Aid and Advice Act, 1949. The duties of the committee as laid down in that section are to advise the Lord Chancellor on such questions relating to Pt. I of the Act as he may refer to them, and in particular The Law Society's annual report on the operation and finance of Pt. I of the Act is to be so referred to them for their consideration and advice. The committee is a strong one, under the chairmanship of Sir GEORGE AYLWEN, the other members being the COUNTESS OF LIMERICK, Miss MABEL CROUT, Sir LUKE FAWCETT, Master BURNAND, Mr. B. E. ASTBURY, Mr. A. JOSEPH BRAYSHAW, Mr. G. E. HAYNES and Mr. S. H. SMITH. The Lord Chancellor has requested the committee to advise him whether they consider The Law Society's scheme made under s. 8 of the Act should have his approval, said the Attorney-General, and in answer to a supplementary question he made it clear that it is still the Government's hope to secure the introduction of the scheme by 1st October next. Elsewhere in this issue we plead for early promulgation of the scheme and associated regulations, and it is much to be hoped that the committee will lose no time in making its recommendations.

Appeals from Rent Tribunals

ONE does not have to appear very often before a rent tribunal in order to realise that, notwithstanding the legal qualifications of those who preside over them, a new phenomenon has appeared in the administration of justice in this country, a tribunal of first instance from which there is no appeal, and which is for all practical purposes unaffected by the time-honoured safeguards of the common law, namely, prohibition, certiorari and mandamus. Both Mr. F. R. MCQUOWN and Mr. L. G. H. HORTON-SMITH (*The Times*, 22nd July) have expressed the strong view that a right of appeal from the decisions of these tribunals should be given. " Countless are the errors committed by them: errors alike of law and of fact," stated Mr. Horton-Smith. He cited the case of the Brighton Marine Parade Estates under the Landlord and Tenant (Rent Control) Act, 1949, in which the LORD CHIEF JUSTICE commented on the informality of proceedings " not conducted in a way which would be tolerated in any ordinary court of law," and gave his judicial support to the view that there should be a right of appeal from these tribunals. It is a proposal which merits discussion by our legislators, for, so long as landlords, many of them perforce dependent solely on their property for their livelihood, feel that the scales are unjustly weighted against them, the balance of justice in the community will be upset.

Transfer of Motor Vehicles on Hire Purchase

THE loss caused to innocent persons by the unauthorised selling of motor cars which are subsequently found to be subject to hire-purchase agreements could be lessened, according to HILBERY, J. (in a case in the Divisional Court on 18th July (*The Times*, 19th July)), if an Act were passed making it obligatory for motor cars the subject of hire-purchase agreements to carry some prescribed external indication of that fact. The effect, he said, would also be to render the passage of the vehicle from hand to hand much more difficult, and to facilitate prosecutions, since it would be a criminal offence for anyone to remove the indication from the vehicle while the hire-purchase agreement was still operative. It is quite true, as Hilbery, J., said, that judges going on circuit are constantly being presented with cases of fraudulent conversion of motor cars the subject of such agreements. Where there is criminal intent, however, as there is in many cases, the existence of a removable external marking would no more deter the criminal than the number plates deter the car thief. Forgery of registration books is perhaps less common than the removal of number plates, and therefore the suggestion made from the High Court Bench not many years ago that the fact of the currency of a hire-purchase agreement should be entered into a registration book probably contains more promise of effective action than the suggestion of an external marking of the vehicle.

Recent Decisions

In *Chandris* v. *Isbrandsten-Moller Company Incorporated*, on 20th July (*The Times*, 21st July), the Court of Appeal (TUCKER, COHEN and ASQUITH, L.JJ.) held that an arbitrator had power to award interest on a sum held to be payable for demurrage, because he could award interest wherever the courts could do so, either by statute or at common law, and the courts were so empowered by the Law Reform (Miscellaneous Provisions) Act, 1934.

In a case in the Court of Criminal Appeal (HUMPHREYS, FINNEMORE and SLADE, JJ.), on 18th July (*The Times*, 19th July), it was held that a judge had power, notwithstanding that an indictment was not bad in law on its face, to allow the amendment of an indictment under s. 5 of the Indictments Act, 1915. The court further held that, though alterations of description might be made in proper cases, the responsibility for the correctness of an indictment lay on counsel for the prosecution, and if, in his opinion, the indictment needed amendment, the necessary application should be made before the accused were arraigned, and not after all the evidence for the prosecution had been called.

TWO ASPECTS OF MISTAKE—II

THE EFFECT OF MISTAKE ON CONTRACT

THE previous article set out the facts and the questions arising in *Solle* v. *Butcher* [1949] 2 All E.R. 1107 and discussed the reasoning by which, in the Court of Appeal, two judges held that the error made by both parties in failing to identify the demised premises with the previously-let flat of which the standard rent had already been fixed was either a mistake of fact or at least (on a suggested interpretation of the judgment of Denning, L.J.) not such a mistake as by its nature to preclude the defendant from relief in equity; while in a dissenting judgment Jenkins, L.J., expressed the opinion that the mistake was one of law "of a kind which . . . has never yet been held to afford a good ground for rescission." On the ruling of the majority the question then arose of the effect of the mistake on the seven-year lease which the defendant landlord had granted to the plaintiff at a rent in excess of the standard rent, no statutory notices of increase having first been given. It is with this part of the case that the judgment of Denning, L.J., is mainly concerned. His lordship seizes the occasion for an instructive exposition of the law on some important aspects of the effect of mistake on contract as to which the authorities are, to say the least, perplexing.

To begin with, Denning, L.J., points out the historical difference between mistakes which at common law render a contract void from the beginning, and those which on equitable principles render a contract not void but voidable, which is to say liable to be set aside on such terms as the court thinks fit. [The distinction between avoidance *ab initio* and voidability is chiefly relevant in practice in considering the effect of the avoidance or rescission on the rights of third parties, and in the case of those particular types of contract, such as contracts of marriage, which affect status.]

Formerly the courts of law dealt only with the former type of mistake and, says Denning, L.J., in order to do justice in particular cases extended this doctrine of mistake beyond its proper limits, holding contracts to be void which were really only voidable. "Since the fusion of law and equity," his lordship says, "there is no reason to continue this process, and it will be found that only those contracts are now held void where the mistake was such as to prevent the formation of any contract at all." [In other words, the basis of avoidance of a contract *ab initio* in such cases is that by reason of the mistake there is no real *consensus ad idem*. An example may perhaps be suggested from the law of marriage. Hodson, J., in *Way* v. *Way* [1949] 2 All E.R. 959, at p. 963, remarked in passing that a ceremony of marriage, one party to which is under a mistake as to the identity of the other or as to the nature of the ceremony, is void *ab initio* for want of consent. The readiest instance from the student's text-book is *Raffles* v. *Wichelhaus* (1864), 2 H. & C. 906, where the parties turned out not to have been contemplating the same subject-matter.]

Denning, L.J., next considers mistakes which render a contract a nullity, and calls attention to the authority of *Bell* v. *Lever Bros., Ltd.* [1932] A.C. 161, as throwing light on all previous decisions on the subject. There has been a remarkable divergence of academic opinion on the true *ratio decidendi* of this complicated case. A three-to-two majority in the House of Lords reversed the decision of four judges below who had held void on the ground of mistake a contract for the payment of compensation for termination of a previous contract of service which had, unknown to the parties, already been broken by the servant. Denning, L.J., taking a line which appears to be different from those of Pollock, Anson, Chitty or Cheshire and Fifoot, interprets *Bell* v. *Lever Bros.* as holding that "once a contract has been made, that is to say, once the parties, whatever their inmost states of mind, have to all outward appearances agreed with sufficient certainty in the same terms on the same subject-matter, then the contract is good unless and until it is set aside for breach of some condition expressed or implied in it, or for fraud, or on some equitable ground. Neither party can rely on his own mistake to say it was a nullity from the beginning, no matter that it was a mistake which to his mind was fundamental, and no matter that the other party knew he was under a mistake. *A fortiori* if the other party did not know of the mistake, but shared it." This view of *Bell* v. *Lever Bros.* is possibly influenced by the fact, which has been commented upon elsewhere, that if any mistake at all would have avoided the contract, the mistake actually made in that case would appear to have been sufficiently fundamental.

The text-books have treated as instances of void contracts cases where the property contracted to be sold has perished at the time of the sale (*Couturier* v. *Hastie* (1856), 5 H.L.Cas. 673) or belongs already to the buyer (*Bingham* v. *Bingham* (1748), 1 Ves. Sen. 126). But here, says Denning, L.J., the avoidance is not on the ground of mistake, but because of a breach of implied condition. It may perhaps be observed that Lord Atkin had in *Bell* v. *Lever Bros.* treated this implication of a condition as merely another way of regarding the doctrine of avoidance for mistake.

In the present case there was clearly a contract since the parties had agreed in the same terms on the same subject-matter. The lease could not therefore be treated as a nullity.

Denning, L.J., then proceeded to consider the jurisdiction of the courts of equity, while admitting the existence of a contract not void at law, to relieve a party from the consequences of his own mistake, where they could do so without injustice to third parties. His lordship instanced the following types of case in which a contract will be set aside:—

(1) If the mistake of one party has been induced by a material misrepresentation of the other, though not fraudulent or fundamental.

(2) If one party, knowing that the other is mistaken about the terms of an offer, or the identity of the person by whom it was made, lets him remain under his delusion and conclude a contract on the mistaken terms instead of pointing out the mistake. The learned lord justice at this point interpolates an illuminating comment on three controversial decisions which, he says, properly considered, fall within this ground of relief. In *Smith* v. *Hughes* (1871), L.R. 6 Q.B. 597, the well-known case of the old oats, the defendant would nowadays, Denning, L.J., thinks, be exempted from liability under the contract concluded while the plaintiff knew that he was under a mistake; in *Cundy* v. *Lindsay* (1878), 3 App. Cas. 459, where an impostor had obtained goods by impersonating a well-known firm, the House of Lords held that no contract ever came into existence. Denning, L.J., refers to an individual view of the facts taken by Blackburn, J., in the Queen's Bench Division (1 Q.B.D. 355), and expresses the opinion that on this view the contract was voidable and not void, as also, in the opinion of the lord justice, was the lease in the comparatively recent case of *Sowler* v. *Potter* [1940] 1 K.B. 271. There Tucker, J., in a decision which has been criticised elsewhere, held void *ab initio*

a lease granted by a landlord to a particular tenant in ignorance of the fact that, under another name, she had been convicted of an offence.

(3) If the parties were under a common misapprehension either as to facts or as to their relative and respective rights, provided that the misapprehension was fundamental and that the party seeking to set it aside was not himself at fault. The principal authority is *Cooper* v. *Phibbs* (1867), L.R. 2 H.L. 149, a case where a person entered into an agreement to rent a fishery which was in fact already his. The House of Lords set aside the agreement on terms, a course of action which presupposes, as Denning, L.J., emphasises, the existence of a contract not void *ab initio*. Both Bucknill, L.J., and Denning, L.J., agree in applying the principle of *Cooper* v. *Phibbs* to the case before them. The parties' misapprehension on the question whether the rent was controlled by virtue of the 1939 letting was fundamental and in no way due to the fault of the defendant, and the court therefore had power to order that the lease be rescinded on terms.

It will be observed that such an order involved the setting aside of an executed lease without any suggestion of fraud and to that extent was inconsistent with *Angel* v. *Jay* [1911] 1 K.B. 666, a case of innocent misrepresentation also concerning a lease. The defendant had indeed in *Solle* v. *Butcher* based his claim to rescission on the alternative grounds of misrepresentation and mutual mistake. In the view of Denning, L.J., there is no distinction between these two grounds so far as the fact of the executed lease is concerned. His lordship points out that to refuse rescission merely on the score that the lease had been executed would deprive innocent people of their right of rescission before they had an opportunity of knowing that they had it. Any rule requiring proof of actual fraud before an executed conveyance can be set aside must be taken to be confined to misrepresentations as to defects of title on the conveyance of land, and if *Angel* v. *Jay* decided otherwise it was, in the opinion of the learned lord justice, a wrong decision.

J. F. J.

Costs

THE COURT'S DISCRETION

WE have discussed earlier in this series the question of a taxing master's discretion in the matter of costs and we have seen that this officer of the Supreme Court has almost unlimited discretion so far as the question of quantum is concerned.

This point is again brought into the foreground by the recent decision of Wynn Parry, J., in the case of *Coon* v. *Diamond Tread Co.* (1938), *Ltd.* [1950] W.N. 343, where his lordship emphasised once more the principle that so far as the question of amount is concerned the court cannot interfere with the taxing master's decision, and that it is only where the master has misdirected himself or proceeded upon a wrong principle that the court will vary a taxing master's ruling on a matter of costs.

It would, perhaps, be useful at this juncture to examine this matter of discretion in relation to costs from another angle. In general, it is axiomatic that costs follow the event, with the result that the successful party is normally awarded his costs against the unsuccessful party. This principle is, however, subject to the very important provisions of R.S.C., Ord. 65, r. 1, which states that "subject to the provisions of the Act and these rules, the costs of and incident to all proceedings in the Supreme Court, including the administration of estates and trusts, shall be in the discretion of the court or judge."

The rule is, of course, subject to the provisions of *any* Act which deals directly with costs, and indeed this point is made clear by s. 50 of the Judicature Act, 1925. Thus, we have already seen that under the Public Authorities Protection Act, 1893, a successful defendant in an action to which the Act relates is entitled to costs on a solicitor-and-client basis. Again, certain Acts did in the past entitle a successful party to double and treble costs. These provisions for double and treble costs were, however, repealed by the Limitation of Actions and Costs Act, 1842, but only to the extent of Acts already on the statute book. Further, s. 47 of the County Courts Act, 1934, gives specific directions as to costs, based on the amount recovered.

Order 65, r. 1, applies only to proceedings in the Supreme Court, and, of course, only to the parties thereto, so that the court or judge cannot direct a person who is not a party to the proceedings to pay the costs thereof. The wording of the rule is, however, very wide and will enable the court or judge to award costs in any manner that is thought fit. Thus, there is nothing in the rule which would prevent an award of a lump sum by way of costs (*Willmott* v. *Barber* (1881), 17 Ch. D. 772). The rule, moreover, gives the court or judge discretion to deprive a successful party of the costs of the action, or the court or judge may even order him to pay the costs of the unsuccessful party (*London Welsh Estates, Ltd.* v. *Phillip* (1931), 144 L.T. 643). Further, the court or judge may direct that the costs shall be paid according to a particular scale (see *Crosfield* v. *Caton* (1911), 29 R.P.C. 47, where costs were ordered to be paid on the county court scale). Again, the court or judge may award costs on the higher scale of Appendix N, but the authority for this is granted by another rule, and we will deal with that later.

The discretion which arises from the rule must be exercised judicially, with the result that if there is no valid ground on which a successful party should be deprived of his costs then he is entitled to judgment in respect thereof, and the court is not justified in depriving him of the costs merely on personal grounds or grounds of benevolence (*Kierson* v. *Thompson* [1913] 1 K.B. 587). Nor should a successful party be deprived of his costs merely because his case was not presented in a satisfactory manner, or because his witnesses proved to be unreliable (*Lipman* v. *Pulman* (1904), 91 L.T. 132). On the other hand, a party may succeed in an action on technical grounds, as for example in a libel action, but may be awarded no damages, or only nominal damages, and the court may deprive that party of his costs on the ground that the action is unreasonable (*Gamble* v. *Sales* (1920), 36 T.L.R. 427). Similarly, where a party, although successful, has acted unreasonably and oppressively, he may be deprived of his costs (see *Parkinson* v. *College of Ambulance, Ltd.* (1925), 69 SOL. J. 107; and see *British Russian Gazette* v. *Associated Newspapers, Ltd., infra*).

In exercising its discretion under the rule the court must have regard only to the evidence before it at the time of the trial, and it cannot, after the trial is concluded, hear further evidence in support of a contention that the successful party should be deprived of his costs (*Mayor of Bristol* v. *G.W.R.* [1916] W.N. 47).

It will be noticed that there is no right of appeal from the order of a judge in the matter of costs made pursuant

to the discretion vested in him by virtue of this rule, without leave of the judge making the order (see s. 31 (1) (*h*) of the Judicature Act, 1925), but an appeal will lie without leave on a question as to whether the judge had before him the materials necessary to enable him to exercise his discretion (see *Civil Service Co-operative Society* v. *General Steam Navigation Co.* [1903] 2 K.B. 756). Further, an appeal will lie without leave where the contention is that the judge acted on a wrong principle. The distinction between a case where the judge has exercised the discretion vested in him by the rule, and the case where, although exercising such discretion, the judge has proceeded on a wrong principle, or has proceeded on facts not relevant to the point, is therefore of considerable importance.

As we have seen, if the judge has exercised the discretion vested in him by Ord. 65, r. 1, judicially, and has been influenced in his decision as to costs merely by the facts brought to light in, and having a material bearing on, the case, then his decision in unassailable. Virtually, there is no appeal from his ruling, for, although he may give leave to appeal, this does not mean that the Court of Appeal can arrogate to itself the discretion which has been vested in the judge. Scrutton, L.J., observed in the case of *British Russian Gazette* v. *Associated Newspapers, Ltd.* [1933] 2 K.B. 616, at p. 641: "I do not regard leave to appeal as intended to substitute the discretion of the Court of Appeal for the statutory discretion which the judge has, in fact, exercised."

In that case the plaintiffs succeeded, but the learned judge was invited by the defendants to deprive the successful plaintiffs of their costs, by reason of their conduct in the action. Avory, J., said: "Although I have a very strong opinion that both the plaintiff Talbot and the plaintiff company, through their solicitors, have been guilty of conduct which is blameworthy, I am not satisfied that that conduct has increased the costs of this litigation. Therefore, I am not prepared to make any special order to deprive either the plaintiff Talbot or the plaintiff company of the costs." He then went on to observe that he had so much doubt in his mind about this matter of depriving the plaintiffs of their costs that he was quite prepared to give leave to appeal on that point. The defendants therefore appealed.

The point to be observed, then, in this case is that, in endeavouring to persuade the judge at the trial to deprive the successful party of his costs, it is necessary to show not that the conduct of that party was reprehensible or that as an element of damages he should be deprived of the costs which, in the normal way, would be awarded to him, but that by his general attitude and method of conducting the action he has increased those costs unreasonably.

Where at the trial the judge has given no directions as to costs, this cannot be deemed an exercise of the discretion vested in him by Ord. 65, r. 1, and any party in the action who feels aggrieved at the failure of the judge to give directions as to costs is at liberty to make a further application to him for this purpose.

On the other hand, where the judge at the trial specifically states that he makes no order as to costs this means that each party must bear his own.

It will be observed that Ord. 65, r. 1, vests the discretion as to awarding costs in the court or judge. If one refers to Ord. 54, r. 12, it will be found that in the King's Bench Division a master, and in the Probate, Divorce and Admiralty Division a registrar, may exercise such authority as may be exercised by a judge in chambers. It follows from this that, as regards the costs of a trial, the taxing master may not exercise the discretion which is authorised by Ord. 65, r. 1, and indeed it has been expressly decided that a judge may not delegate to a taxing master the discretion which he himself must exercise (*Lambton & Co.* v. *Parkinson* (1887), 35 W.R. 545). It is sufficient, however, if the judge exercises the discretion in principle, leaving the details to be worked out by the taxing master. Thus, in the case of *Musman* v. *Boret* (1892), 40 W.R. 352, the judge ordered the plaintiffs to bear the costs of unnecessary proceedings and left the taxing master to determine which parts of the proceedings were unnecessary, and this was held to be a proper exercise of the discretion vested in the judge by Ord. 65, r. 1.

It is hardly necessary to say in conclusion that, whatever the manner in which the judge directs that the costs are to be paid, where one party is awarded costs against the other party and the word "costs" is not defined in the judgment, such judgment means that the costs are to be taxed on a "party-and-party" basis: that is, the successful party is to be allowed only such costs, charges and expenses as shall appear to the taxing master to have been necessary or proper for the attainment of justice or for defending the rights of the party (see Ord. 65, r. 27 (29)).

We will examine in our next article on this subject the meaning of costs on the "higher scale" and the principles upon which that scale is allowed.

J. L. R. R.

A Conveyancer's Diary

THE INHERITANCE (FAMILY PROVISION) ACT, 1938

THE extraordinary nature of the jurisdiction conferred by this Act was succinctly described by Wynn Parry, J., in *Re Inns* [1947] Ch. 576, in the following words: "By the law of England as it stood prior to the coming into effect of the Inheritance (Family Provision) Act, 1938, no man could be compelled to leave any part of his estate to any person who under the Act is a dependant. Still less could he be compelled to make provision that his wife, for instance, should be enabled to live in circumstances similar to those in which during his life he and she lived together. The Act is not designed to bring about any such compulsion. It proceeds upon the postulate that a testator should continue to have freedom of testamentary disposition provided that his disposition as regards dependants should be capable, having regard to all the circumstances, of being regarded by the court as reasonable. From this it follows that the jurisdiction is essentially a limited jurisdiction. The legislature presumably in its wisdom gave no guidance to the court as to how the jurisdiction should be exercised, but the court in previous cases has evolved certain principles on which the court should proceed."

It is with these principles that the main portion of Mr. Michael Albery's book* on the Act is concerned. This is not one of those annotated editions of a statute with which the publishers' lists are nowadays over-full. The Act is printed *in extenso* in one of the four appendices, the others containing, respectively, the text of Order 54F of the Rules of the Supreme Court, which regulates applications under the Act, a form of settlement for evading the provisions of the Act, and a synopsis of cases decided under the Act. This synopsis is a most ueeful feature of the book, particularly for the

* The Inheritance (Family Provision) Act, 1938. By Michael Albery, of Lincoln's Inn, Barrister-at-Law. 1950. London: Sweet & Maxwell, Ltd. 10s. 6d. net.

practitioner who does not often have to advise on the Act. The cases, which include all the reported decisions under the Act and two Privy Council appeals from New Zealand under that dominion's Family Protection Act of 1908, to the number of twenty-eight in all, are summarised under three headings: (1) decisions which have gone in favour of the applicant; (2) decisions in cases when the applicant has been unsuccessful; and (3) decisions on points of law (e.g., the time at which an application must be made, the incidence of an order under the Act upon the beneficiaries under the will, the rules relating to discovery in relation to applications under the Act, and problems of a similar kind). It is often a matter of extraordinary difficulty to advise whether to launch an application, and the cases are frequent where the claims of those for whom the testator has made some provision by his will and of those for whom he has not appear on the face of it to be equally deserving: a glance through this summary of the way in which selected borderline cases (for the obvious decisions are not reported) have been regarded by the court in the past will be of the greatest help in measuring the chances of success in relation to the particular case in hand.

The text of the book, if the appendices are excluded, runs to forty-two pages only, but in this space the learned author has managed to compress a completely exhaustive analysis of the provisions of the Act. Where a problem has been before the court, the relevant cases are fully noted; but it will be no surprise to those at all familiar with this measure to read that in the twelve years during which this Act has been in force a number of difficulties in its application have so far escaped adjudication. These difficulties sometimes result, in part at least, from the decisions of the court which, while of course authoritative on the precise question decided in the particular case, have left some loose ends which it will be anything but easy to gather together when a similar, but not precisely analogous, problem comes up for determination. An example of this kind of difficulty may be found in *Re Bidie* [1949] Ch. 121.

This was a decision on s. 2 (1), which provides that, in the normal case, "an order under the Act shall not be made save on an application made within six months from the date on which representation in regard to the testator's estate for general purposes is first taken out." The testator had made a will, but it could not be found immediately after his death, and letters of administration of his estate were accordingly taken out, on the footing of a complete intestacy, in April. The will was subsequently found, and the original grant was revoked in favour of a grant of probate in September. By his will the testator left nothing to his widow, the applicant, who then took out a summons under the Act. This application was made in the January following the grant of probate, that is, within six months from the date of that grant but more than six months after the original grant of administration. The Court of Appeal, differing from the view of the trial judge on this point, held that the application had been made in time for the purposes of s. 2 (1) and could, therefore, be entertained, but although the opinion expressed by the court was unanimous, the reasons given for it by the three members are not. These reasons will require very careful consideration (perhaps by the same court) when an application is made within six months of the second of two grants, but more than six months after the first, and the first of such grants is not (as in *Re Bidie*) a grant made on the footing of an intestacy, but a grant of probate of a will which makes reasonable provision for the dependant and that provision is revoked by a subsequent will which is then subsequently proved. There is a good deal to be said for the view (from which Mr. Albery would not, I think, dissent, although he might express it in other words) that the members of the Court of Appeal in *Re Bidie* allowed their hearts to run away with their heads.

But more often the difficulties with which the application of the Act is fraught arise directly out of the obscurity of the language of its provisions. An example of this kind of problem arises in the very forefront as it were of the Act. Section 1 (1) provides that where a person dies domiciled in England leaving a dependant (as there defined) and also leaving a will, then, if the court is of opinion that the will does not make reasonable provision for the maintenance of that dependant, the court may order that such reasonable provision as the court thinks fit shall be made out of the estate for the dependant's maintenance. The words "reasonable provision," it will be observed, appear twice in this subsection, and at first sight one would expect the words to have the same meaning and effect in both the places in which they occur. If this were so the duty of the court when considering an application under the Act would be simply to ask itself what a reasonable provision should, in all the circumstances, be, and if the provision made by the testator falls short of the figure estimated for this purpose, to order the provision which has been made to be brought up to it. But this is not the way in which the courts have approached this question (which is one of the cardinal questions requiring solution in any application under the Act which does not fail *in limine*). Mr. Albery's careful examination of the authorities on this point shows quite clearly that there is not one question to be answered in considering the reasonableness of the provision to be made for the dependant's maintenance under s. 1 (1), but two. First, in order to acquire jurisdiction to consider the application at all the court must satisfy itself that the provision made by the testator (which may, of course, be nil) is unreasonable, i.e., unreasonably small; secondly, if satisfied on this point, the court must determine what is a reasonable provision to be made. The distinction may at first appear to be fine, but it is there, as can be seen from the greater freedom which the court enjoys in determining what is a reasonable provision to be made under the second of these two heads, when compared with its comparative unwillingness to disturb, for the purpose of assuming jurisdiction under the Act, the allocation of his available resources by a testator among persons (not necessarily dependants within the meaning of the Act) who have some claim upon his bounty. The section devoted to this important question is one of the most valuable in the book, and brings out the nature of the problem implicit in the language of s. 1 (1) of the Act and the way in which it has been solved in the decided cases with great force and clarity.

Enough has been said to show the quality of this book, both in its design and its execution, and all that remains is to welcome it as likely to prove, in the time-honoured phrase, the standard work on the subject for a long time to come.

"A B C"

The King has been pleased, on the recommendation of the Lord Chancellor, to appoint Mr. L. J. A. GRADWELL, D.S.C., to be a Metropolitan Stipendiary Magistrate.

The King has been pleased, on the recommendation of the Lord Chancellor, to appoint Mr. F. J. W. WILLIAMS to be Recorder of the Borough of Birkenhead.

Mr. O. M. JONES, assistant solicitor to Brecon County Council, has been appointed assistant solicitor to Northampton County Council. He will begin his new duties in September.

Mr. F. WOOLLAM, assistant solicitor to Denbighshire County Council, has been appointed secretary of No. 4 (South-Western) Legal Aid Area.

HERE AND THERE

APPRENTICES' SALMON

THE other day when I remarked airily that there was no doubt that in the neighbourhood of the great salmon rivers a stipulation limiting the amount of salmon that an apprentice could be compelled to eat did once find its way into their indentures, I had forgotten for the moment on to what a burning point of controversy I had inadvertently stumbled. It was not long before a correspondent kindly reminded me. Up and down England, Scotland and Ireland there is a universal oral tradition of such a clause. It crops up on the banks of the Ness, the Spey, the Dee, the Tay, the Forth, the Tweed, the Tyne, the Severn and the Erne. People are constantly found who categorically aver that they have been told of it on first-hand authority, even that they have seen it themselves; yet nowhere is there a shred of documentary evidence to support its existence. It is as elusive as King Arthur or Robin Hood or "Bob-up-and-Down" in the Canterbury Tales. Now I am one of those who believe that there is no smoke without a fire—in this case no smoke without a salmon—but those who take another view are, of course, free to disbelieve. They can play a strong card in the fact that nigh on a hundred years ago the editor of the *Worcester Herald* was offering a money reward for the sight of such an indenture and there were no takers.

THE EVIDENCE

Now this is the sort of evidence you get in favour of the clause. Charles Greaves, Q.C., is writing in 1868: "I joined the Herefordshire Sessions as counsel in October, 1828, and very early in my time an appeal was tried in which the question turned on a settlement by apprenticeship; the indenture was given in evidence and I had it in my hands and read it and it undoubtedly contained a stipulation that the apprentice should not be compelled to eat salmon more than three days a week. As to the exact wording of the clause I cannot speak after the lapse of so many years, but of the fact of there having been such a stipulation in the indenture I am perfectly certain. At the time I, a Midland county man, was wholly ignorant of the salmon fisheries in the Severn and the Wye and I well remember how very much I was struck by this, to me at least, very remarkable stipulation and this indelibly fixed the facts in my memory. I rather think the indenture was an old one, possibly from fifty to seventy years old; and I also think one of the parishes in Hereford was either a party to or interested in the appeal; and I feel all but quite certain that the appeal was tried between October, 1828, and the time when Mr. Powell became chairman." There you have an absolutely typical case—a recollection clearly fixed and not a trace of the document recalled.

S.O.S. TO SOLICITORS

OR take another tantalising clue. In 1892 Mr. Taylor Potts, a timber merchant, published a history of Sunderland, in which he recorded that he had had in his possession an apprenticeship indenture containing the salmon clause. It was, he says, printed or engraved in the body of the document, which was on parchment stamped with the Government seal and the amount of duty payable on it. At the time he set no store by it and thoughtlessly parted with it. It was only after a subsequent Press reference to the controversy awakened him to its value that he tried to trace it again but failed. The indenture, he was positive, was a Sunderland one. Again the recollection was clear, but the evidence had vanished, and at this distance of time must be untraceable. The controversy cropped up again sporadically in the *Sunday Times* a few weeks ago. It was partly repetitive, but it did produce a brand-new clue in the shape of a letter from Mr. W. Egbert Trimble, of Enniskillen, who recalls having seen such a condition in an apprentice's indenture of the firm of John Myles, of Ballyshannon, County Donegal, on the Erne fishery. He believes that Major Myles, of Inis Samer, Ballyshannon, still has a copy in his possession. Well, that's not the whole controversy, but it's a pretty fair sample of it. The Commissioners who reported on the salmon fisheries in England and Wales in 1861 heard of the salmon clause in every locality they visited, but could never get a sight of it. For my part I share their conclusion that its existence was probable in former times when transport was bad and the only way of getting rid of a glut of fish was to feed your servants on it. The record would easily be lost, for one gathers that apprentices' indentures were not usually treated as worth storage space. Still, the oddest things have been known to lurk buried among the accumulated papers in the offices of old firms of country solicitors and here's a chance for one of the antiquarian turn of the late Mr. Reginald Hine, of Hitchin, to win immortal glory by settling the matter once and for all. Town practitioners might diversify a fishing holiday by making search among the records of their country colleagues.

RICHARD ROE.

NOTES OF CASES

COURT OF APPEAL

DIVORCE: HUSBAND'S ADULTERY DURING WIFE'S DESERTION

O'Brien *v.* O'Brien

Evershed, M.R., Bucknill and Denning, L.JJ. 9th June, 1950

Appeal from Ormerod, J.

The respondent wife petitioned for divorce on the ground of her husband's cruelty. By his answer the husband denied cruelty and cross-petitioned for divorce on the ground of the wife's desertion, which, he alleged, began in September, 1944. In a discretion statement he confessed to a single act of adultery in July, 1947. Six weeks later the wife had been informed of the adultery. When the petition came before the judge, the wife obtained leave to amend the petition by asking also for dissolution of the marriage on the ground of adultery, the adultery alleged being the single act of July, 1947. The judge found that the wife had not made out the charges of cruelty, but granted her a decree on the ground of adultery. He held that the husband's conduct was not such as to justify the wife in leaving him, but that after the act of adultery the wife's desertion was at an end. The husband appealed.

EVERSHED, M.R., said that in his opinion the judge was right on the facts in granting a decree to the wife. There remained the question of the adultery and its effect on the wife's desertion. It was laid down in *Herod* v. *Herod* [1939] P. 11, approved by the Court of Appeal in *Earnshaw* v. *Earnshaw* (1939), 83 SOL. J. 496, that if a spouse committed adultery after he or she had been deserted, the desertion was not necessarily terminated as a matter of law. The husband's adultery here had not had the slightest effect on the wife's conduct. The result was that there was a finding of desertion on the cross-petition. This case fell within the words of Lord Simon in *Blunt* v. *Blunt* [1943] A.C. 517, at p. 530. The court, in the exercise of its discretion, would pronounce a decree *nisi* on the ground of adultery and on the cross-petition on the ground of desertion.

BUCKNILL, L.J., agreed.

DENNING, L.J., agreeing, said that, when both parties had been guilty of matrimonial offences, the proper decree was

simply that the court in the exercise of its discretion pronounced a decree of divorce on both petition and cross-petition. It was suggested that that form of decree should be confined to cases where the blame was to be equally shared or where one party was not to be judicially preferred to the other. He did not read Lord Simon in *Blunt* v. *Blunt* [1943] A.C. 517, at p. 531, as having laid down any such limitation. This form of decree was appropriate even though one party was much more to blame than the other; but if one party were more to blame than the other the judge should say so, and all that he said about the conduct of the parties should be available to any court which had to determine ancillary matters. He (the lord justice) wished that the judges who tried such cases could determine the question of maintenance, for they knew best the conduct of the parties on which that question depended.

Judgment accordingly.

APPEARANCES: *J. E. S. Simon* and *C. T. Reeve* (*Glover and Co.*); *Melford Stevenson*, K.C., and *J. Comyn* (*Elvy Robb & Co.*).

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

TOWN AND COUNTRY PLANNING: CONTINUATION OF PROCEEDINGS UNDER EARLIER ACT

R. *v.* Minister of Town and Country Planning; *ex parte* Montague Burton, Ltd., and Others

Tucker, Asquith and Jenkins, L.JJ. 20th June, 1950

Appeal from the Divisional Court (*ante*, p. 132; 66 T.L.R. 141).

The appellant company, the applicants in the first of the three applications, all of which raised the same point, were owners of land and premises which were in the central area of Hull and were declared to be subject to compulsory purchase by an order dated 22nd February, 1949, made by the Minister of Town and Country Planning under s. 1 of the Town and Country Planning Act, 1944. In December, 1947, Hull Corporation had applied to the Minister for an order under s. 1 of the Act of 1944 declaring land in the central area of the city to be subject to compulsory purchase for the purpose of measures relating to war damage. By letter dated 16th June, 1948, the Minister, in exercise of his power under para. 16 of Sched. X to the Town and Country Planning Act, 1947, directed that proceedings on the corporation's application under s. 1 of the Act of 1944 should be continued under that Act after the day appointed for the coming into force of the Act of 1947, namely, 1st July, 1948. It was sought to have the order of 22nd February, 1949, quashed on the ground that para. 16 of Sched. X to the Act of 1947 and all other relevant provisions of that Act only came into force on 1st July, 1948, on which date the Act of 1944 was repealed, and that the Minister therefore had no power to give the direction of 16th June, 1948, or to make the order of 22nd February, 1949. By Sched. IX (Pt. II) to the Act of 1947, parts of the Act of 1944, including s. 1, were repealed "as from the appointed day," 1st July, 1948. By para. 16 of Sched. X to the Act of 1947: "Where at any time before the appointed day application has been made to the Minister for an order under s. 1 of the Act of 1944 . . . the Minister may . . . direct that proceedings on the application shall be continued under that Act after that day. . . ." By s. 37 of the Interpretation Act, 1889: "Where an Act . . . is not to come into operation immediately on the passing thereof, and confers power to make any . . . instrument . . . or to do any other thing for the purposes of the Act, that power may unless the contrary intention appears, be exercised at any time after the passing of the Act. . . ." The Divisional Court dismissed the applications, holding that the direction of 16th June, 1948, was within the Minister's powers by virtue of s. 37 of the Act of 1889. The applicants appealed.

TUCKER, L.J., said that in his view s. 37 of the Act of 1889 applied to the present case, and clearly gave power to take the necessary steps to set up the machinery for bringing the Act of 1947 into operation, as well as for doing such an act as appointing a day for the coming into operation of the Act. The words of the section concerned with the making of regulations, byelaws and the like made it clear that matters of that kind might be provided for under s. 37, so that the necessary machinery would function as soon as the Act of 1947 came into operation and matters would not come to a standstill. In the present case the applications were pending under s. 1 of the Act of 1944, and, by para. 16 of Sched. X to the Act of 1947, the Minister had power to keep alive those applications. In his (his lordship's) view, that was just the kind of thing which was contemplated by s. 37 of the Act of 1889, and consequently the order contained in the Minister's letter of 16th June was valid. The appeals therefore failed.

ASQUITH and JENKINS, L.JJ., agreed. Appeals dismissed.

APPEARANCES: *C. N. Glidewell* (*Warren, Murton & Co.*, for *H. A. Dodman*, Leeds); *Sir Hartley Shawcross*, K.C. (A.-G.), and *J. P. Ashworth* (*Treasury Solicitor*); *M. Lyell* (*Sharpe, Pritchard & Co.*, for *E. H. Bullock*, Hull) (Hull Corporation); *P. M. O'Connor* (*Cree, Godfrey & Wood*, for *T. Alker*, Liverpool) (Liverpool Corporation).

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

DIVORCE: PRINCIPLES OF CONNIVANCE

Douglas *v.* Douglas and Webb

Bucknill, Somervell and Denning, L.JJ. 25th July, 1950

Appeal from Judge Whitmee, sitting as a Divorce Commissioner.

The appellant and his wife were married in June, 1936, he being the licensee of a hotel which he and his wife ran together. In 1944 the co-respondent, a married man, began taking meals at the hotel and so became friendly with husband and wife. After four years the husband thought that he detected a slight change in his wife's attitude towards him, but she reassured him. After a conversation which he heard between his wife and the co-respondent his suspicions were renewed despite her further reassurances. Being determined to ascertain the truth, he made arrangements whereby from the bar he could see and hear what was going on in the kitchen. The commissioner found as a fact that the husband was devoid of corrupt intentions, cared for his wife and the marriage, and would have been glad if his observations had shown his suspicions to be without foundation. Just after Christmas, 1948, he heard a conversation between them which satisfied him that they had committed adultery together. He stated in evidence that he did not forbid the co-respondent the house because it would have meant their going elsewhere to commit adultery. On 31st January, 1949, after he had overheard further intimate conversations, he saw them sitting side by side in an intimate position. Inquiry agents who were at the hotel after the end of January, 1949, eventually saw the wife and the co-respondent commit adultery on 11th February.

The commissioner felt unable to find any adultery, as the husband alleged, before 11th February. He found that it had been committed on that date, but dismissed the husband's petition on the ground of connivance. The husband appealed. (*Cur. adv. vult.*)

SOMERVELL, L.J., said that it had been laid down in *Churchman* v. *Churchman* [1945] P. 44; 89 SOL. J. 508, that connivance must be strictly proved and that the presumption of law had always been against it. It was of the essence of connivance that it preceded the event, and generally speaking the material event was the inception of the adultery, though the facts might be such that connivance at the continuance of an adulterous association showed that the husband must be taken to have connived at it from the first. *Churchman* v. *Churchman*, *supra*, assimilated connivance to matrimonial offences, of which strict proof was required. This affected an important issue in the present appeal: if the balance of probabilities led to the conclusion that the adultery

had begun at or about a certain date, that date ought, in his (his lordship's) opinion, to be taken in considering the issue of connivance, though adultery at that time might not be sufficiently proved for the purpose of granting a decree. If there had been no issue of connivance it might be that the strict proof required of adultery would not have been satisfied before 11th February, 1949. In considering connivance, however, the court had to have regard to the petitioner's state of mind, and might have to arrive at a conclusion as to the inception of the adultery on, at best for the respondent, a balance of probabilities. On that basis the procedure adopted on 11th February, 1949, when the husband had absented himself at the suggestion of the inquiry agents, had taken place, as he (his lordship) held, a considerable time after the inception of the adulterous intercourse, and could not be relied on as connivance at "the material event," namely, the inception. If it were suggested that it was connivance at the continuance of the association, did that show that the husband must be taken to have connived at it from the first? Everything, it seemed to him (his lordship), pointed in the opposite direction: he was satisfied that the husband regarded his wife's association with the co-respondent as a disaster. His intention was to get evidence of what he believed to exist, an association which meant that his "world had gone to pieces." The commissioner had gone wrong in considering the issue of connivance on the basis that no adultery had been committed before 11th February, 1949. *Manning* v. *Manning and Fellows* (*ante*, p. 238), was distinguishable in that the procedure adopted on the final occasion when the adultery was witnessed was a step in the carrying out of the intention, formed some time before, that the association in question should become an adulterous one. He did not think that the husband had been guilty of connivance, and he would allow the appeal.

DENNING, L.J., agreeing, said that connivance was based on the principle *volenti non fit injuria*. *Volenti* was very different from *scienti*. It was not the knowledge of what might occur which debarred a husband from complaining: it was his consent to it. The consent, to be a bar, must be a consent to the inception of the adultery. The first act of adultery, as was recognised by Lord Chelmsford in *Gipps* v. *Gipps* (1864), 11 H.L. Cas. 1, at p. 28, marked a turning point in the relationship of the guilty pair. Thereafter repetition became easy—and likely. Once a husband suspected that an adulterous intrigue had already started, he was not guilty of connivance simply because he waited for proof of it. In order to obtain that proof he might even acquiesce in the continuance of the association; but that was not connivance. A corrupt intention in the husband was necessary to his connivance. Some people might think it discreditable of him to spy on his wife, but on balance it was more to the good of the community that he should be at liberty to find out her guilt by keeping watch, than that she should escape with impunity. That was the rule of the civil law (see Sanchez, de Matrimonio, Lib. 10, Disp. 12, No. 52). Was connivance created here by the added element that the husband had deliberately left the house and so created an opportunity for the adultery, as well as merely acquiescing in it? He (his lordship) thought not. The court was not concerned with the ethics of the matter: if a husband honestly believed that adultery had already taken place, it was very necessary that his suspicions should be either confirmed or disproved. The case was different if he watched an association ripening into close friendship and promoted it and encouraged it to turn into adultery. He was then truly an *agent provocateur* and guilty of connivance.

BUCKNILL, L.J., also gave judgment agreeing that the appeal should be allowed. Appeal allowed.

APPEARANCES: *Nield*, K.C., *V. G. Hines* and *D. E. Waddilove* (*Ellison & Co.*); *Havers*, K.C., and *C. J. A. Doughty* (*Edward Page & Co.*, Colchester).

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

KING'S BENCH DIVISION

LOCAL GOVERNMENT SUPERANNUATION: EFFECT OF STRIKE

Cardy *v.* London Corporation

Sellers, J. 30th June, 1950

Action.

The plaintiff entered the temporary employment of the defendant corporation at the Metropolitan Cattle Market in 1925, and, apart from one strike, had been employed by them at a weekly wage up to 10th July, 1948. On that date he had been placed on the establishment staff of the corporation, and thereby became a servant of the corporation to whom s. 9 (2) of the City of London (Various Powers) Act, 1944, applied, which enabled him at his option to contribute to the corporation's superannuation fund in respect of the whole period of his continuous temporary service before 10th July, 1948, and, on so contributing, to have the whole of that period taken into account in assessing his superannuation benefit. On 27th April, 1947, there had been an unofficial, and in fact an illegal, strike of the corporation's employees at the market where the plaintiff was employed, and he was on strike and performed no work for the corporation from then until 9th May, 1947. He duly exercised his option and claimed that he had had continuous temporary service with the corporation from 1925 until he was placed on the permanent staff; but the corporation rejected his claim, alleging that his temporary service was broken by the strike period in 1947 and that his continuous temporary service thus only ran from 9th May, 1947. He brought this action for a declaration of his rights. By s. 9 (2) of the Act of 1944: "Where any officer or servant . . . has been . . . placed on the establishment staff on or after 1st April, 1939, and has served continuously under the corporation . . . in a temporary capacity immediately prior to the date of his . . . being placed on the establishment staff . . . he shall have the option of contributing to" the superannuation fund of the corporation "in respect of the whole or part of such continuous temporary service. . . ."

SELLERS, J., said that the plaintiff, by participating in the strike, had no doubt repudiated his contract of employment with the corporation; but the corporation had not accepted that repudiation and terminated his employment. It had treated the contract as subsisting, and it had been admitted on the corporation's behalf that the contract of employment had not been brought to an end. The plaintiff had therefore been continuously employed by the corporation since 1925; but, notwithstanding that, they submitted that he had not served continuously, and that he had not worked continuously. That could also be said had he been away on holiday or absent through illness. There must in any employment be a necessary break in active work for sleep and food at least. All such circumstances would involve a cessation of work or services, but not a cessation of service. He (his lordship) construed the subsection as requiring a continuing contract of employment with the corporation in a temporary capacity. The corporation had not terminated the plaintiff's contract, as they could have done, and he had therefore established continuity of service. Judgment for the plaintiff.

APPEARANCES: *Stephen Chapman* (*L. Bingham & Co.*); *H. B. Williams*, K.C., and *Sir Shirley Worthington-Evans* (*Comptroller and City Solicitor*).

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

DIVISIONAL COURT

ROAD TRAFFIC: BICYCLE OR "CARRIAGE"

Corkery *v.* Carpenter

Lord Goddard, C.J., Hilbery and Byrne, JJ.
21st July, 1950

Case stated by Devon Quarter Sessions Appeals Committee.

In January, 1950, the defendant was wheeling his bicycle along a road while drunk. He resisted arrest. At the police

station he was charged with being drunk in charge of a "carriage" on the highway, contrary to s. 12 of the Licensing Act, 1872, and was forcibly searched, after which he did damage and banged and shouted most of the night in his cell. The next morning he was charged also with causing malicious damage to a police cell, contrary to s. 14 (1) of the Criminal Justice Administration Act, 1914. The justices convicted him on both charges, sentencing him to one month's and three months' imprisonment. He appealed to quarter sessions, contending that a bicycle was not a "carriage" within the meaning of s. 12 of the Act of 1872; that his arrest without warrant and his confinement in the cell were therefore unlawful; that he was entitled to break out of that unlawful confinement; and that, as he had been brought before the justices solely by virtue of the unlawful arrest, no information having been preferred against him, he was never properly before them at all, and the proceedings were a nullity. Quarter sessions were of opinion that a bicycle was a "carriage" within the meaning of s. 12; that as the defendant was drunk in charge of a bicycle his arrest without warrant was lawful; that he had maliciously caused damage amounting to £17 10s. to his cell; and that the proceedings against him on both charges were regular. They therefore confirmed the convictions and sentences. He now appealed to the Divisional Court.

LORD GODDARD, C.J., said that the question whether a bicycle was a "carriage" within the meaning of s. 12 of the Act of 1872 was of importance on account of doubts expressed by text-book writers. The purpose of s. 12 was the protection of the public and the preservation of public order. It was clear that the word "carriage" was wide enough to include a bicycle in the context, but it did not follow that it would include a bicycle when used in other Acts of Parliament. "Carriage," in s. 12 of the Act of 1872, included any sort of vehicle, certainly a vehicle which was capable of carrying a person; a bicycle was a carriage because it carried. The fact that bicycles were unknown when that Act was passed made no difference. The question was really concluded by *Taylor* v. *Goodwin* (1879), 4 Q.B.D. 228, where it was held that a bicycle was a carriage for the purpose of the Highway Act, 1835. The defendant had been lawfully arrested and had no excuse whatever for breaking up his cell. It was unnecessary to say what might have been the position had the court decided the first point the other way. The appeal failed.

HILBERY and BYRNE, JJ., agreed. Appeal dismissed.

APPEARANCES: *D. M. Scott* (*Arnold Carter & Co.*, for *Crosse and Crosse*, Exeter); *John Wilmers* (*Coode & Co.*, for *Crosse, Wyatt & Co.*, South Molton).

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

PROBATE, DIVORCE AND ADMIRALTY DIVISION

HUSBAND AND WIFE: MAINTENANCE UNDER LAW REFORM ACT, 1949

Rusby *v.* Rusby

Lord Merriman, P. 8th June, 1950

Application for maintenance.

The applicant wife, alleging that her husband had wilfully neglected to provide reasonable maintenance for her, applied to the High Court for an order under s. 5 of the Law Reform (Miscellaneous Provisions) Act, 1949, whereby "Where a husband has been guilty of wilful neglect to provide reasonable maintenance for his wife or the infant children of the marriage, the High Court of England, if it would have jurisdiction to entertain proceedings by the wife for judicial separation, may, on the application of the wife, order the husband to make to her such periodical payments as may be just . . ."

LORD MERRIMAN, P., said that, before the court entertained an application of the kind in question, it must satisfy itself that it would have jurisdiction to entertain proceedings by the wife for judicial separation. This meant that the status of the parties as regarded domicile, residence or the like was such that the court would have jurisdiction as between those parties to pronounce a decree of judicial separation. There was no dispute about that matter here. It was also not disputed that there had been wilful neglect to maintain. In view of that admission, the court could, although in the absence of the parties in person it could not reach a final determination of the question of amount, pronounce an interim order for maintenance, and, incidentally, make any order that it saw fit. It was not disputed that it had the right to make an order for full discovery on both sides. There were points about the wife's financial position which the husband was entitled to have cleared up; and certainly there were points in his position which the wife was entitled to have cleared up. Next, it had power either to ask the registrar to make a finding of fact and, if necessary, to refer the matter back to the court, or to ask him to give effect to his (his lordship's) finding of wilful neglect to maintain by making a final order. *Prima facie*, if he (his lordship) made a finding of wilful neglect to maintain, there was nothing to prevent the registrar from making a final order, though he (his lordship) could refer any disputed question of finance to him and direct him to report back. He did not think it necessary to do so here. Therefore he would refer the matter to the registrar for determination of the amount. Interim maintenance order.

APPEARANCES: *Victor Williams* (*Charles Russell & Co.*); *E. D. Sutcliffe* (*Chandler & Creeke*).

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

SURVEY OF THE WEEK

HOUSE OF LORDS

PROGRESS OF BILLS

Read First Time:—

Allotments Bill [H.C.] [18th July.
London Government Bill [H.C.] [18th July.

Read Second Time:—

Leith Harbour and Docks Order Confirmation Bill [H.C.] [20th July.

To confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act, 1936, relating to Leith Harbour and Docks.

Merchants House of Glasgow (Crematorium) Order Confirmation Bill [H.C.] [20th July.

To confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act, 1936, relating to the Merchants House of Glasgow (Crematorium).

Read Third Time:—

Agriculture (Miscellaneous Provisions) Bill [H.C.] [20th July.
Air Force Reserve Bill [H.L.] [17th July.
Arbitration Bill [H.L.] [17th July.
Army Reserve Bill [H.L.] [17th July.
British Transport Commission Bill [H.C.] [18th July.
Cardiff Extension Bill [H.C.] [17th July.
Darlington Corporation Trolley Vehicles (Additional Routes) Order Confirmation Bill [H.C.] [20th July.
Diseases of Animals Bill [H.L.] [17th July.
Highways (Provision of Cattle-Grids) Bill [H.C.] [18th July.
Ipswich Dock Bill [H.C.] [17th July.
Lee Conservancy Catchment Board Bill [H.C.] [19th July.
Miscellaneous Financial Provisions Bill [H.C.] [20th July.
Oldham Extension Bill [H.C.] [20th July.
Pier and Harbour Provisional Order (Caernarvon) Bill [H.C.] [20th July.
Pier and Harbour Provisional Order (Cattewater) Bill [H.C.] [20th July.

Pier and Harbour Provisional Order (Great Yarmouth) Bill [H.C.] [20th July.

Pier and Harbour Provisional Order (Hartlepool) Bill [H.C.] [20th July.

Pier and Harbour Provisional Order (Workington) Bill [H.C.] [20th July.

Sunderland Extension Bill [H.C.] [18th July.

Thames Conservancy Bill [H.C.] [20th July.

Towyn Trewan Common Bill [H.C.] [17th July.

HOUSE OF COMMONS

A. Progress of Bills

Read Second Time :—

Edinburgh Corporation Order Confirmation Bill [H.C.] [20th July.

Public Utilities Street Works Bill [H.L.] [21st July.

Read Third Time :—

Granton Harbour Order Confirmation Bill [H.C.] [21st July.

To confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act, 1936, relating to Granton Harbour.

Greenock Port and Harbours Order Confirmation Bill [H.C.] [21st July.

To confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act, 1936, relating to Greenock Port and Harbours.

Isle of Man (Customs) Bill [H.C.] [21st July.

Medical Bill [H.L.] [21st July.

Norwich Extension Bill [H.C.] [19th July.

Wisbech Corporation Bill [H.C.] [19th July.

B. Debates

On the Committee Stage of the **Medical Bill,** Dr. Barnett Stross moved an amendment to the Medical Act, 1858, to enable the General Medical Council to consider the conviction of a medical practitioner for any offence, crime, felony or misdemeanour in any court in the United Kingdom or in the Republic of Ireland, and, if it were satisfied that he had been guilty of "infamous conduct in any professional respect," to strike his name off the Medical Register. Dr. Stross pointed out that at present he could be struck off for a conviction which did not involve infamous professional conduct. The doctor should not be tried twice. Before the courts he should be tried for a fault against the State or against society in general; before the General Medical Council it should be his professional conduct, and that only, which was judged.

Sir Herbert Williams thought it monstrous that a registered medical practitioner in the United Kingdom should be put in peril possibly for something which was an offence in Southern Ireland but not here. The Dail might create new felonies without our knowledge and expose every doctor here to the risk of being brought before his disciplinary committee. Mr. Bevan pointed out that the General Medical Council was under no obligation to take note of the conviction at all. On the other hand, the amendment meant that, provided it was not an offence against his patient, a doctor could commit any offence at all with professional impunity. The council had a positive duty to protect the public. If a doctor were aggrieved by the council's findings, he had a right of appeal to a Committee of the Privy Council. The council would in fact take notice of a conviction made anywhere—but only so far as it affected a doctor's fitness to remain on the Medical Register. Mr. Ronald Mackay said a person could be convicted in this country if he committed a crime in any other part of the world. Mr. Bevan undertook to look at the position before the Report Stage.

Lieut.-Col. Elliot moved the deletion of a provision that a finding of adultery in any matrimonial proceedings in England, Scotland or Ireland, being proceedings in the High Court or a Court of Session, should be conclusive of the fact of "infamous conduct in a professional respect." The facts, if brought out before the council, might appear in a different light from that in which they appeared in court. It had been held in the past in certain cases that a certain investigation held in the courts for one purpose should not be taken as more than *prima facie* evidence that there was a case for an inquiry before another court.

Mr. Bevan said it had been generally agreed in the House of Lords that it would be wrong for the council to re-try a case already tried in one of the superior courts, and it could be generally accepted that in cases of adultery the facts had been brought out and the decision could be accepted. There were other types of cases, such as affiliation orders granted against doctors, which were regarded by the council as "complex." In these cases the council could not accept the court's conclusions as final, and felt that it was open to it to consider whether the doctor had been guilty of infamous professional conduct. These were not, of course, cases of offences against the patient.

Mr. John Hay said the clause in the Bill was an effort to put the law back into the position in which it had been before the *Spackman* case. In 1943, Dr. Spackman was co-respondent in divorce proceedings in which he was found to have committed adultery. The General Medical Council had refused to hear him, or additional witnesses, whom he had been unable to call before the court. The House of Lords had held that the refusal to hear fresh evidence prevented there being a "due inquiry" as required by the Medical Act, 1858, s. 29. The clause would reverse that decision and turn *prima facie* evidence of adultery into conclusive evidence. This meant that the doctor was automatically found guilty of infamous conduct, though it did not follow that the Medical Council would necessarily proceed to remove him from the register.

Mr. Bevan said it would be strange if the evidence, after divorce, were gone into again by the council and the council found that there had been no adultery. That situation would be intolerable. Sir Hugh Lucas-Tooth thought the Minister had fallen into error. Divorce proceedings were not criminal proceedings; they were civil proceedings between subject and subject. The rules as to confessions and the rules of evidence generally were entirely different in civil and criminal courts. Mr. R. Mackay, speaking as a solicitor with twenty years' experience, said that in a large number of undefended divorces no adultery at all had been committed. The person let it go, perhaps, because he wanted to get free from domestic or other worries. Mr. Boyd-Carpenter said it was possible to have a decree of divorce granted against a man on the ground of adultery without his ever appearing at all, without even the petition's ever having been physically served on him. It was wrong that a court with such standards of proof should have its decisions regarded as binding and irrefutable in these quasi-criminal proceedings before the Medical Council. Undefended petitions went through at a considerable rate—one judge on assize had disposed of thirty-three in an hour. For the past seven years doctors had been able to bring fresh evidence and he knew of no great difficulty which had resulted therefrom.

Mr. Bevan said his legal advisers informed him that the standard of proof of adultery was the same as that required in criminal cases. But the point with regard to undefended cases was a valid one, and he would have thought that the council would address its mind to the fact that the case was undefended. Mr. Boyd-Carpenter observed that by this Mr. Bevan must mean that the council would doubt the decision of the court *without* reviewing the evidence at all. He would have thought it better that they should hear the evidence. Mr. Bevan must know that the Divorce Division would *infer* adultery from evidence which would certainly not support a criminal charge. The Minister had built his case on the false premise that the evidence required was the same.

Lieut.-Col. Elliot thought the trouble was that a divorce of itself did not carry a penalty and hence it often went undefended. But when a man was liable to be struck off the register he would regard it much more seriously. The clause had been put in to clarify the law, but it might also obscure the law. The General Medical Council did not necessarily have to be bound by what happened in the courts.

Mr. Bevan agreed to look at the matter again. It was desired to avoid the position in which the General Medical Council could re-try a case which had already been decided by the courts. But if a form of words could be imported into the subsection whereby the atmosphere of finality could be removed from it, then something might be possible. [18th July.

C. Questions

The Minister of Transport stated that he had no power to take proceedings under the Oil in Navigable Waters Act, 1922, for the prosecution of persons for discharging fuel oil or other such substances within a harbour. His department had investigated a number of complaints of oil pollution in Spithead and

the Solent but in no case had there been sufficient evidence to justify a prosecution. [17th July.

Mr. ATTLEE stated that where a Lord Lieutenant died there was power under s. 31 of the Militia Act, 1882, whereby the King could authorise any three Deputy Lieutenants of the county to carry on the work of that office pending the appointment of a successor. [17th July.

Mr. STRACHEY stated that the new arrangements requiring notices of forthcoming courts martial to be publicly displayed at or near the headquarters at which the courts were convened were now in force. [18th July.

Mr. STRACHEY said that appeals submitted to the Army Council for arbitration were considered, together with a statement of the case, by at least three members of the Army Council. [18th July.

Mr. ARTHUR HENDERSON stated that instructions were given to all commands on 15th July for notices of forthcoming Air Force courts martial to be posted at or near headquarters of the group at which they were convened. [19th July.

Mr. G. P. STEVENS asked whether a very large part of the goodwill of a business did not consist of the name, so that a purchaser ought to be able to use it, and would the Minister therefore instruct the Registrar of Business Names to alter the wording of note 7 of the section dealing with names in the Registrar's leaflet R.19 in order to remove its mandatory character. Mr. HAROLD WILSON, in reply, stated that this leaflet did not purport to be a statutory document. It merely set out the Registrar's practice in this matter based on the proposition that, in the absence of good reasons to the contrary, the use by an applicant for registration of a name which was not his own was undesirable. He saw no reason why either the practice or the wording should be altered. [20th July.

Mr. HARMAN NICHOLLS asked whether the Government would consider an amendment of the copyright laws so that operas, which represented some of the finest examples of British light music, would be protected from arrangements. Mr. HAROLD WILSON said the question of a general review of the law of copyright, which would include the point raised, was now under consideration. He would have in mind that Sir Arthur Sullivan's music lost protection this year, whereas protection of W. S. Gilbert's libretti continued until 1961. [20th July.

Mr. CHUTER EDE stated that in regard to juvenile offenders it was for magistrates to exercise their powers in the light of the circumstances of each particular case, and it would not be right for him to issue a circular to them giving guidance as to their attitude towards juvenile offenders charged with gross cruelty to animals and birds. [20th July.

Mr. CHUTER EDE in a lengthy statement announced that the Government had considered the question of cruelty and neglect of children in their own homes with the assistance of a Working Party of officials from the Home Office, Ministry of Health, and Ministry of Education. It had been decided that the need was not for an extension of statutory powers nor for an inquiry by Departmental Committee, but for the fully co-ordinated use of the local authority and other statutory and voluntary services available. [20th July.

Mr. CHUTER EDE said that the fact that more than half of the prosecutions for obstruction of the highway by motor vehicles took place in the Metropolitan Police district was due to the fact that this kind of obstruction was the most potent cause of traffic congestion in the district, and did not call for any further examination on his part, since London conditions were not strictly comparable with those of other areas. [20th July.

Mr. CHUTER EDE stated that owing to the restrictions on capital development it was not at present possible to provide new buildings for the purpose of detention centres in the immediate future. The Prison Commissioners were, however, proposing to set up one or two experimental centres in adapted premises, and it was hoped that these might be ready for occupation next year. [20th July.

STATUTORY INSTRUMENTS

Act of Sederunt (Rules of Court Amendment), 1950. (S.I. 1950 No. 1156 (S. 82).)

Act of Sederunt (Sheriff Court Rules Amendment), 1950. (S.I. 1950 No. 1157 (S. 83).)

Chester Water Order, 1950. (S.I. 1950 No. 1159.)

Draft **Civil Defence** (Demolition and Repair Services) (Scotland) Regulations, 1950.

Control of the Cotton Industry (Revocation) Order, 1950. (S.I. 1950 No. 1148.)

Domestic and Ornamental Pottery (Manufacture, Marking and Supply) Order, 1950. (S.I. 1950 No. 1130.)

Egg Products (Amendment) Order, 1950. (S.I. 1950 No. 1138.)

Factories (Examination of Plant) (Revocation) Order, 1950. (S.I. 1950 No. 1145.)

Faversham Water Order, 1950. (S.I. 1950 No. 1165.)

Fylde Water Order, 1950. (S.I. 1950 No. 1158.)

Import Duties (Drawback) (No. 5) Order, 1950. (S.I. 1950 No. 1144.)

Imported Deciduous Fruit (Revocation) Order, 1950. (S.I. 1950 No. 1141.)

Inland Post Amendment (No. 3) Warrant, 1950. (S.I. 1950 No. 1167.)

Iron and Steel Prices (No. 2) Order, 1950. (S.I. 1950 No. 1140.)

Kensington Gardens Regulations, 1950. (S.I. 1950 No. 1095.)

London Traffic (Prescribed Routes) (No. 11) Regulations, 1950. (S.I. 1950 No. 1132.)

Marginal Agricultural Production (Scotland) (Extension) Scheme, 1950. (S.I. 1950 No. 1135 (S. 81).)

National Insurance (Claims and Payments) Amendment (No. 2) Provisional Regulations, 1950. (S.I. 1950 No. 1143.)

National Insurance (Industrial Injuries) (Colliery Workers Supplementary Scheme) Amendment Order, 1950. (S.I. 1950 No. 1142.)

Port of London Authority (Accounts) Regulations, 1950. (S.I. 1950 No. 1162.)

Pre-Packed Food (Weights and Measures: Marking) Order, 1950. (S.I. 1950 No. 1125.)

Retention of Pipes under Highway (Buckinghamshire) (No. 1) Order, 1950. (S.I. 1950 No. 1150.)

Road Vehicles and Drivers Order, 1950. (S.I. 1950 No. 1166.)

Rubber Footwear (Maximum Prices) (Revocation) Order, 1950. (S.I. 1950 No. 1129.)

Ryde Water Order, 1950. (S.I. 1950 No. 1139.)

Ships' Stores (Amendment) Order, 1950. (S.I. 1950 No. 1134.)

South West Suburban Water (No. 2) Order, 1950. (S.I. 1950 No. 1136.)

Stopping up of Highways (Hertfordshire) (No. 1) Order, 1950. (S.I. 1950 No. 1151.)

Stopping up of Highways (Lancashire) (No. 7) Order, 1950. (S.I. 1950 No. 1152.)

Stopping up of Highways (Monmouthshire) (No. 3) Order, 1950. (S.I. 1950 No. 1149.)

Sugar (Rationing) (Amendment No. 3) Order, 1950. (S.I. 1950 No. 1137.)

Supreme Court (Non-Contentious Probate) Fees Order, 1950. (S.I. 1950 No. 1147 (L. 19).)

This order, which comes into operation on 1st September, 1950, consolidates with amendments the Non-Contentious Probate Fees Order, 1928, and its thirteen subsequent amending orders. The principal changes introduced by the new order are (*a*) the extension of the fees relating to searches for, photographic copies of and typewritten copies or extracts from documents filed in a probate registry to cover documents deposited in authorised places of deposit under s. 170 of the Judicature Act, 1925, and (*b*) the application of the fee for photographic copies or extracts of deposited wills to district probate registries, in which photographic methods are gradually being introduced.

Torquay Corporation Order, 1950. (S.I. 1950 No. 1160.)

Tuberculosis (Attested Herds) Scheme, 1950. (S.I. 1950 No. 1126.)

NOTES AND NEWS

Honours and Appointments

The Lord Chancellor has appointed Mr. HARRY LLOYD WILLIAMS, Registrar of the Brentford and Uxbridge County Courts, to be in addition, the Registrar of Watford County Court.

Mr. E. S. COLLINS, assistant solicitor to Hornsey Borough Council, has been appointed assistant solicitor to Stevenage Development Corporation.

Mr. R. R. M. HUGHES, senior assistant solicitor to Dorset County Council, has been appointed deputy secretary to the County Councils Association, in London. He will take up his duties in October.

The following appointments are announced in the Colonial Legal Service: Mr. T. A. DENNISON, District Magistrate, Gold Coast, to be Puisne Judge, Gold Coast; Mr. M. G. DE WINTON, Legal Assistant, Lands Department, Nigeria, to be Crown Counsel, Nigeria; Mr. R. H. KEATINGE, Resident Magistrate, Kenya, to be Judge, Somaliland Protectorate; Mr. R. M. H. RODWELL, Crown Counsel, Gold Coast, to be Resident Magistrate, Kenya; Mr. R. H. MUMS to be Assistant Administrator-General, Uganda; Mr. W. J. PALMER to be Magistrate, Nigeria; and Mr. E. B. B. RICHARDS to be Crown Counsel, Uganda.

Personal Notes

Mr. Peter Wright made his first appearance in court as a solicitor at Ilkeston (Derbyshire) Magistrates' Court on 20th July. His first duty was to welcome, on behalf of the solicitors, his father, Councillor G. A Wright, the Mayor of Ilkeston, who was making his first appearance on the Bench.

Miscellaneous

The address of the Area Office of No. 4 (South-Western) Legal Aid Area has been changed to 98 Pembroke Road, Bristol, 8. Telephone Nos.: Bristol 38784–5.

The North-Western Polytechnic, Prince of Wales Road, Kentish Town, N.W.5 (Telephone: Gulliver 1154), will commence evening classes in law on 25th September, including courses in preparation for the London Chamber of Commerce Diploma in Conveyancing, for the Royal Society of Arts Group Certificate in Law, and for the Conveyancing Certificate of The Law Society and the Solicitors' Managing Clerks' Association. Classes are also available in Law of Master and Servant, Law of Carriage of Goods, Law of Inland Transport, Law in relation to Advertising, Law and Practice relating to Negotiable Instruments, Law relating to Electricity Supply, Legal Aspects of Purchasing, and Legal Aspects of Industry and Commerce. Prospectuses may be obtained free from the Head of the Department of Commerce and Professional Studies.

CONVERSION OF BANK ACCOUNTS IN BERLIN

The Foreign Office (German Section) announce that under reg. No. 24 pursuant to the Second Ordinance for Monetary Reform, the closing date for the submission of applications to banks in Berlin for the conversion of pre-capitulation Reichsmark balances into West Berlin marks under reg. 19 has been deferred from 30th June to 31st December, 1950. The provisions of reg. 19 were described on p. 404 of the *Board of Trade Journal* of 25th February, 1950.

OBITUARY

MR. S. H. BARNES

Mr. Sidney Herbert Barnes, late of Messrs. Herbert Smith and Co., of London Wall, E.C.2, died on 16th July. He was admitted in 1924.

LT.-COL. C. F. T. BLYTH

Lieutenant-Colonel Charles Frederick Tolmé Blyth, C.M.G., formerly senior partner of the firm of Blyth, Dutton, Hartley and Blyth, of Old Broad Street, E.C.2, died on 12th July. He was admitted in 1892.

MR. P. BRADLEY

Mr. Paul Bradley, who had been on the staff of Messrs. Armitage, Sykes and Hinchliffe, of Huddersfield, since the age of thirteen, died on 18th July, aged 82.

MR. G. HUNT

Mr. George Hunt, solicitor, of Accrington, died on 16th July, aged 64. He was admitted in 1920.

MR. P. IDLE

Mr. Percy Idle, Clerk of the Peace for Hastings since 1929, and Town Clerk from 1914 to 1921, died recently, aged 65. He was admitted in 1910.

MR. D. KIMBER

Mr. David Kimber, who had been on the staff of Messrs. Russell and Arnholz, of Great Winchester Street, E.C.2, for forty-eight years, and their managing clerk for thirty years, died on 18th July, aged 69.

MR. E. E. ROBB

Mr. Edward Elvy Robb, senior partner of Messrs. Elvy Robb and Co., of St. James's Street, S.W.1, died on 17th July. He was admitted in 1894.

Wills and Bequests

Mr. A. C. Hallett, solicitor, of Southampton, left £61,798 (£61,671 net).

SOCIETIES

The annual meeting of THE SOCIETY OF PUBLIC TEACHERS OF LAW for 1950 was held in London on 14th and 15th July. On the afternoon of the 14th the President, Professor A. L. Goodhart, K.B.E., K.C., received members and guests at The Law Society's Hall (by kind permission of the Council, who entertained the visitors at tea).

Professor Goodhart delivered his presidential address on "The Teaching of Law as a Vocational Subject." On the evening of the 14th, members and guests, to the number of 130, dined in the Hall of The Honourable Society of Lincoln's Inn, by kind permission of the Masters of the Bench. The guests included the Lord Chancellor, Mr. Justice Frankfurter (of the Supreme Court of the United States of America), Judge Washington (U.S.A.), Lord Macmillan, Lord Wright, Lord Normand, Lord Justice Denning, Mr. Justice Vaisey, Sir Russell Vick, Sir Albert Napier, Sir Nevil Smart, Sir Percy Winfield, Mr. P. E. Sandlands, Sir Arthur Comyns Carr, Professor de la Morandiere (University of Paris), His Honour H. C. Dowdall, Mr. T. H. Bischoff, Mr. J. B. Leaver, Mr. F. H. Jessop, Mr. J. F. B. Warren and Mr. H. C. H. Fairchild.

The business meeting was held on the morning of the 15th, and the following were elected as officers for 1950–51: President, Professor E. C. S. Wade; Vice-President, Mr. P. A. Landon, M.C.; Hon. Treasurer (re-election), Mr. P. A. Landon, M.C.; Hon. Secretary, Professor L. C. B. Gower, M.B.E.

Lord Justice Asquith delivered an address at the conclusion of the meeting.

PRINCIPAL ARTICLES APPEARING IN VOL. 94

8th July to 29th July, 1950

For list of articles up to and including 1st July, see Interim Index.

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